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**From:** Laura Donaldson <londonaldson@mansonbolves.com>  
**Sent:** Friday, January 08, 2021 10:08 AM  
**To:** Lobbyist Disclosure  
**Subject:** RE: Laura Jacobs Donaldson -- Peace River Manasota Regional Water Supply Authority

**EXTERNAL EMAIL:** This email originated from outside of the Legislature. USE CAUTION when clicking links or opening attachments unless you recognize the sender and know the content is safe.

Jonathan,

Per our discussion, my hourly rate is \$250 for lobbying services under the contract.

Thank you.

**Laura Jacobs Donaldson, B.C.S.**  
**SHAREHOLDER**  
**MANSON BOLVES DONALDSON VARN, PA**

109 N. BRUSH STREET

SUITE 300

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[LDONALDSON@MANSONBOLVES.COM](mailto:LDONALDSON@MANSONBOLVES.COM)

*FLORIDA BAR BOARD CERTIFIED SPECIALIST  
IN CITY, COUNTY AND LOCAL GOVERNMENT LAW*



Integrity. Intelligence. Diligence.

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**From:** Laura Donaldson  
**Sent:** Wednesday, January 6, 2021 3:59 PM  
**To:** Lobbyist Disclosure <LobbyistDisclosure@myfloridahouse.gov>  
**Subject:** Laura Jacobs Donaldson -- Peace River Manasota Regional Water Supply Authority

Per House Rule 17.1(i), attached is the contract between the Peace River Manasota Regional Water Supply Authority and Manson Bolves Donaldson Varn.

**Laura Jacobs Donaldson, B.C.S.**  
**SHAREHOLDER**  
**MANSON BOLVES DONALDSON VARN, PA**

(813) 514-4700

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**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
AGREEMENT FOR GENERAL COUNSEL SERVICES**

This Peace River Manasota Regional Water Supply Authority Agreement for General Counsel Services (“Agreement”) is made as of the 1<sup>st</sup> day of October, 2020, by and between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY (“Authority”) and MANSON BOLVES DONALDSON VARN, P.A. (“Firm”).

In consideration of the mutual promises contained in this Agreement, the Authority and Firm agree as follows:

**1. INDEMNIFICATION.**

1.1. Intentionally deleted due to professional liability insurance coverage provided below.

**2. REMEDIES.**

2.1 The Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Manatee County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.

**3. WAIVER OF JURY TRIAL AND ENFORCEMENT COSTS.**

3.1 WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

3.2 If any legal action or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Agreement, the parties agree that each party shall be responsible for its own attorney’s fees.

**4. AUTHORITY TO PRACTICE.**

4.1 The Firm hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner and in accordance with applicable law. Proof of such licenses and approvals shall be submitted to the Authority upon request.

**5. SEVERABILITY.**

5.1 If any term or provision of the Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of the Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term

and provision of the Agreement shall be deemed valid and enforceable to the extent permitted by law.

**6. ENTIRETY OF CONTRACTUAL AGREEMENT.**

6.1 The Authority and Firm agree that this Agreement sets forth the entire contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**7. WAIVER.**

7.1 Failure of either party to enforce or exercise any right(s) under the Agreement shall not be deemed a waiver of either party's right to enforce or exercise said right(s) at any time thereafter.

**8. THIRD PARTY BENEFICIARIES.**

8.1 This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

**9. TERM, TERMINATION AND EFFECT OF TERMINATION.**

9.1 The term of this Agreement is for five (5) year from October 1, 2020 unless earlier terminated as stated herein. The parties may agree in writing to extend the term.

9.2 Either party may terminate this Agreement upon written notice to the other party as provided below.

9.3 Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination.

**10. COMPLIANCE.**

10.1 Each of the parties agrees to perform its obligations under the Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the Agreement. In the event that either party becomes aware of a possible violation of law, regulation or administrative instruction that might affect the validity or legality of the services provided under the Agreement, such party shall immediately notify the other party and the parties shall agree on appropriate corrective action. In the event either party becomes aware that any investigation or proceeding has been initiated with respect to any of the services provided hereunder, such party shall immediately notify the other party.

**11. EFFECTIVENESS.**

11.1 This Agreement may be executed in one or more counterparts, each of which shall

be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

## **12. INDEPENDENT CONTRACTOR.**

12.1 No relationship of employer or employee is created by this Agreement, it being understood that Firm will act hereunder as an independent contractor and none of the Firm's officers, directors, employees, independent contractors, representatives or agents performing services for Firm pursuant to this Agreement shall have any claim against the Authority for compensation of any kind under this Agreement. The relationship between the Authority and Firm is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

## **13. SERVICES AND COMPENSATION.**

13.1 The initial scope of services under this Agreement shall be for the Firm to provide General Counsel and legal support services for the Authority as more specifically detailed in Exhibit "A".

13.2 The Authority agrees to compensate the Firm for work performed within the scope set forth in Exhibit "A" at the rates provided in Exhibit "B". The total fees for Authority fiscal year (October 1 through the immediately following September 30) shall not exceed the amount for legal services in the approved Authority budget for the fiscal year. Litigation legal services are not included within this amount or within the scope of services in Exhibit "A". Litigation legal services shall be provided by the Firm at its standard litigation rates provided in "Exhibit B". The provision of litigation legal services shall be contracted by amendment to this Agreement as set forth in paragraph 13.3.

13.3 The Authority through recommendation of the Executive Director and approval by its Board of Directors and the Firm may amend this Agreement to add additional services to be provided by the Firm or additional compensation beyond the amount stated herein.

13.4 The Firm shall render monthly invoices to the Authority for services that have been rendered in conformity with this Agreement in the previous month. Invoices will normally be paid within thirty (30) days following the Authority's receipt of the Firm's invoice.

13.5 All invoices should be itemized to identify each task performed and should reflect the actual time spent on each task, using 1/10 of an hour increments. Additionally, the personnel who perform each task must be specified.

13.6 The Authority will reimburse the Firm for any out-of-pocket expenses, including, but not limited to, filing fees, telephone conference call charges, postage charges, courier fees, outside printing, photocopying, court reporting and transcription fees. Payment for some of these fees is outlined more specifically below.

In-house photocopying will be paid at the rate of ten cents (.10) per page. The number of copies made shall be specified.

Telephone conference calls must state the date, length of call, and per minute cost.

Any travel, per diem, mileage, or meal expenses, which may be reimbursable, will be paid in accordance with "Exhibit C", Authority Resolution 2018-01 Resolution Establishing Per Diem and Travel Expense.

For all disbursements, the Authority requires copies of paid receipts, invoices, or other documentation. Such documentation must be sufficient to establish that the expense was actually incurred and necessary in the performance of legal services provided.

**14. URGENT LEGAL REPRESENTATION.**

14.1 In matters that require urgent legal response that may be beyond that scope of services set forth in Exhibit "A" and must be addressed prior to the next scheduled Board meeting, the Firm may represent the Authority on matters regarding the ability of the Authority to provide safe drinking water, time sensitive responses to the initiation of litigation or to preserve the status quo of litigation matters. The Firm shall immediately provide written notice to the Executive Director and the Board of the representation. This representation shall only continue until the next Board meeting wherein this Agreement would be amended by the Board to reflect the additional services and compensation or the representation on the specific matter would terminate.

**15. INSURANCE.**

15.1 The Firm shall maintain during the term of this Agreement all insurance coverage as required hereunder.

<b><u>Type of Coverage</u></b>	<b><u>Amount of Coverage</u></b>
<b>Professional liability/ Errors and Omissions</b>	\$300,000 annual aggregate
<b>Commercial General Liability Insurance</b>	\$1,000,000 per occurrence \$2,000,000 aggregate
<b>Automobile Liability (optional /per case basis)</b>	\$1,000,000 combined Single Limit
<b>Workers' Compensation</b>	Must be in accordance with State and Federal Laws (no minimum amount)

Proof of all insurance coverage shall be provided on the date of execution of this Agreement to the Authority. The Authority may request proof of coverage at any time and it shall be provided by the Firm within ten (10) days of the request.

16. **NOTICES.**

16.1 Any and all notices, amendments or alterations to this Agreement or any other communications provided for herein shall be given in writing by email and U.S. Mail. All notices to Authority shall be given to the Executive Director, Peace River Manasota Regional Water Supply Authority, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202 or such other address as may from time to time be designated in writing by Authority's Board of Directors. All notices to the Firm shall be given to Douglas Manson, Manson Bolves Donaldson Varn P.A., 109 North Brush Street, Suite 300, Tampa, Florida 33602.

17. **COUNTERPARTS.**

17.1 This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year set forth above.

ATTESTS:

By:   
Patrick Lehman, Executive Director

**Peace River Manasota Regional Water  
Supply Authority**

By:   
Ken Doherty, Chairman

**BOARD APPROVED**

**SEP 30 2020**

**Peace River Manasota  
Regional Water Supply Authority**

**Manson Bolves Donaldson, P.A.**

By:   
Douglas Manson, Shareholder

## **EXHIBIT A – SCOPE OF SERVICES**

The Firm shall perform the following specific General Counsel legal services:

### **A. Board**

1. Attend all Regular and Special meetings of the Board and all Work Sessions.
2. Attend briefings of any Board members when so requested by the Executive Director or Board member in order to counsel the Board members on any legal matter which may come before the Board.
3. Prepare Board agenda items as needed.
4. Keep the Board informed of legislation or judicial opinions that may impact the Authority and perform as needed legislative representation.
5. Provide interpretation of Authority governance documents to the Board as needed.
6. Assist the Executive Director with the preparation of the annual budget for all legal services.
7. Provide legal counsel and guidance, including rendering of legal opinions, to the Board in reference to any matters that pertain to the official duties of the Board.
8. Oversee the activities of any Special Counsel.

### **B. Staff**

1. Provide legal assistance to the Executive Director and Authority staff on routine matters relating to:
  - (a) The acquisition or disposition of real property including, but not limited to, the preparation of deeds, leases, easements, and agreements;
  - (b) Agency operations, including obtaining necessary permits from other governmental agencies and property access and related issues;
  - (c) The procurement of goods and services, including the solicitation of bids and proposals, and the negotiation, drafting, approval, and interpretation of contracts;
  - (d) The informal resolution of bid protests and contract disputes;
  - (e) Grant funding;



- (f) Authority liability;
- (g) The preparation and interpretation of agency policies and Public Records Requests;
- (h) Agreements with member governments and other government entities;
- (i) Interpretation of governance documents; and
- (j) Other matters requiring legal assistance as necessary.

“Routine matters” include all activities up to, but not including, the filing of civil and administrative litigation. These activities include but are not limited to:

- Drafting and review of documents;
  - Participating in meetings with staff and others as needed; and
  - Handling telephonic and electronic communications as needed.
2. Keep the Executive Director and Authority staff informed of legislative and judicial developments.
  3. Provide legal counsel, guidance and opinions to the Executive Director and the Authority staff in reference to the operations of the Agency.
  4. Maintain legal files and provide to the Authority copies of all documents relating to matters the Firm is handling for the Authority.
  5. On a bi-monthly basis, the Firm will provide a brief written report on the permitting activities that may significantly impact the Peace River Basin.

**C. Litigation and Legal Defense**

1. From time to time, the Authority may choose to engage the services of attorneys and law firms that provide certain specialized legal services. The Board will do this under separate contract with said attorneys and law firm (“Special Counsel”). Nevertheless, the Firm shall be responsible for overseeing the activities of the Special Counsel.
2. This scope of work does not include litigation matters except as authorized in Paragraph.
3. The Firm shall provide litigation services to the Authority under this Agreement at the current standard litigation fees set forth in Exhibit B and will provide an estimated budget for the litigation process.

**EXHIBIT B – RATE SHEET**  
**Manson Bolves Donaldson Varn, P.A.**

**Blended Rate for Administrative Scope (All work except litigation)**

Attorneys      \$250.00 per hour

Paralegals      \$125.00 per hour

**Current Rate for Litigation**

Shareholder/Attorney \$350.00 per hour

Associate/Attorney    \$250.00 per hour

Paralegals              \$125.00 per hour

## EXHIBIT C - SCOPE OF SERVICES

### PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

#### Resolution 2018-01

#### RESOLUTION ESTABLISHING PER DIEM AND TRAVEL EXPENSES

**WHEREAS**, the Peace River Manasota Regional Water Supply Authority (Authority), was created pursuant to Section 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes; and

**WHEREAS**, Section 112.061, Florida Statutes, establishes per diem and travel expenses of public officers, employees, and authorized persons; and

**WHEREAS**, the Authority meets the definition of a "public agency" under Section 112.061, Florida Statutes; and

**WHEREAS**, Section 112.061(14)(a)4., Florida Statutes, allows special districts to establish rates by the enactment of a resolution that may vary from the per diem rate or mileage rate provided in the statute; and

**WHEREAS**, the Authority approved Resolution 2005-09 establishing per diem and travel expenses on November 2, 2005; and

**WHEREAS**, the Authority finds that the meal allowance and mileage reimbursable rates established in 2005 are now inadequate for the purpose for which they were intended and should, therefore, be revised; and

**WHEREAS**, the meal allowance rates for federal employees, as annually published by the U.S. Government Services Administration (GSA), and the Internal Revenue Service (IRS) mileage reimbursement rate for use of a privately-owned vehicle are hereby deemed reasonable and adequate as such rates are current and take into account regional cost differences.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, THAT:**

Section 1. The above recitals are true and correct, and are fully incorporated herein.

Section 2. Resolution 2005-09 is repealed and rescinded.

Section 3. The meal allowance rates shall be the rates established by the GSA based on the location of the work activity, as updated annually on October 1.

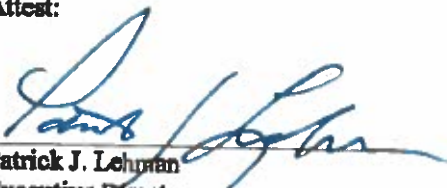
Section 4. The mileage reimbursement rate shall be the "standard mileage rate for business use of a vehicle" established by the IRS, as updated annually on January 1, or as otherwise adjusted from time to time by the IRS.

Section 5. The revised meal allowance and mileage reimbursement rates shall immediately take effect and shall adjust in accordance with this Resolution without further action of the Board of Directors.


Section 6. All other paragraphs of Section 112.061, Florida Statutes, shall remain in effect regarding per diem and travel expenses of public officers, employees, and authorized persons of the Authority.

Duly passed on this Second day of February 2018 by the Board of Directors of the Peace River Manasota Regional Water Supply Authority in Arcadia, Florida.

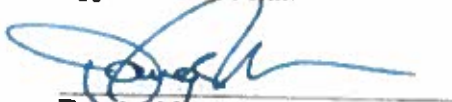
Attest:

  
Patrick J. Lehman  
Executive Director

Peace River Manasota Regional  
Water Supply Authority

  
Commissioner  
Chairman

Approved as to Form:

  
Douglas Manson  
General Counsel for Peace River Manasota  
Regional Water Supply Authority

**BOARD APPROVED**

**FEB - 2 2018**

**Peace River Manasota  
Regional Water Supply Authority**